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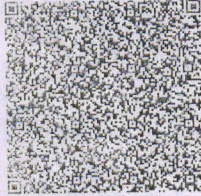
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CHHATA (MATHURA)

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Certificate No. : IN-UP00377868197216W  
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Unique Doc. Reference : SUBIN-UPUP1434550497712595955574W  
Purchased by : AGRINNOVATE INDIA LTD NEW DELHI  
Description of Document : Article 4 Affidavit  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : G L A UNIVERSITY MATHURA  
Second Party : AGRINNOVATE INDIA LTD NEW DELHI  
Stamp Duty Paid By : AGRINNOVATE INDIA LTD NEW DELHI  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



IN-UP00377868197216W

Please write or type below this line

## Memorandum of Understanding (MoU)

Between

GLA University, Mathura

And

Agrinnovate India Limited (AGIN), New Delhi



*Ashok Kumar Singh*

Ashok Kumar Singh  
Registrar  
GLA University

### Statutory Alert:

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Mathura-Delhi Road  
Mathura, Mathura (U.P.) INDIA



## MEMORANDUM OF UNDERSTANDING

**GLA UNIVERSITY, MATHURA**

**AND**

**AGRINNOVATE INDIA LTD. (AGIN), NEW DELHI**

This **Memorandum of understanding** (hereinafter referred to as the "**Agreement**") is entered into on this day of, ~~2024~~ at 17 Jan 2025, at New Delhi.

### BETWEEN

**G.L.A University** has been established in 1991 having its registered address at 17Km Stone, NH-19, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281 406 (U.P.) India represented by the Vice-Chancellor, hereinafter referred to as "**GLA University**" or the "Party of the **FIRST PART**".

**And**

**Agrinnovate India Ltd. (AgIn)** a company incorporated under the provisions of the (Indian) Companies Act, 1956, bearing CIN U01400DL2011GOI226486 and having its registered office at G-2, A Block, NASC Complex, DPS Marg, Pusa Road, New Delhi-110 012, INDIA hereinafter referred as the "**AgIn**" or the "Party of the **SECOND PART**".

(Party of the **FIRST PART**, and Party of the **SECOND PART** are hereinafter collectively referred to as the "**Parties**" and any of the same individually as "**Party**").

### PREAMBLE

**WHEREAS G. L. A. University** is a private University in Mathura that has been given the mandate for teaching, research and extension in the area of agriculture and allied sciences.

**WHEREAS Agrinnovate India Limited (AgIn)** is a Govt. of India enterprise, established under Department of Agriculture Research and Education, Ministry of Agriculture & Farmers' Welfare for the purpose to facilitate the commercialization of market ready technologies or research



  
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Registrar  
GLA University  
for Stone, NH-2, Mathura-Delhi Road

outcome of agriculture and allied sector emerged out at constituents of ICAR/CAUs/SAUs to various public/private sectors, R&D organizations/educational institutions on domestic as well as global market for sustainable promotion of global agricultural development.

**WHEREAS** the Party of the **FIRST PART** and the Party of the **SECOND PART** have recognized the respective strength of each organization and agreed to enter into an agreement on mutually agreed terms and conditions for the purpose to evaluate and on board the technologies of **GLA University** to AgIn portfolio and its commercialization/licensing to end users thereof.

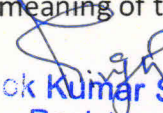
**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, both the Parties hereby agree as follows:

#### **ARTICLE 1: DEFINITIONS**

In this Agreement, each of the following terms shall have the following meanings, unless otherwise required by the context:

- 1.1 **"Technology"** means the innovation/process/product/variety/hybrid etc. or any other form of IP;
- 1.2 **"Technical Information"** shall mean the valuable and proprietary technical information, know-how and/or the license rights relating to technology as set out in Annexure/Exhibit of this Agreement;
- 1.3 **"Intellectual Property Rights"** shall mean all forms of intellectual property (whether registered or not and including all applications for the same) and shall include any legally protectable product or process of the human intellect registrable as trademarks, copyrights, patents, trade secrets, designs or otherwise such as an expression or literary creation, rights in names, characters and artwork, process, and presentation;
- 1.4 **"Technology Disclosure Form"** defines the technology background, problem statement along with its solution and IP status including proposed licensing terms;
- 1.5 **"Technology Costing Sheet"** defines the actual cost incurred behind development of the technology;
- 1.6 **"Technical Assistance"** shall have the meaning of training and handholding support;



  
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Registrar  
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Stone, NH-2, Mathura-Delhi Road  
Mathura, Mathura (U.P.)



- 1.7 **Techno-commercial assessment committee** comprises of VC/his nominee, Director of Research/ ITMU In-charge, Innovators, CEO/CFO/BM/ABM from AgIn and external expert/subject matter specialist or any other member to be decided by the Party of the FIRST PART and Party of the SECOND PART, if required.
- 1.8 **"License Fee"** shall have the meaning of actual upfront payment received from licensee;
- 1.9 **"Royalty"** shall mean some percentage of total net invoice value or as may be applicable;
- 1.10 **"Effective Date"** shall mean the date of signing of this Agreement by the Party of the FIRST PART and Party of the SECOND PART;
- 1.11 **"Standard Terms"** shall mean the document which outlines the background of the technology, technology details, licensing terms like licensing fee, duration, handholding requirement, nature of the license, compliance required, licensing territory, material to be transferred etc.;
- 1.12 **"Terms of Trade"** shall mean the short outline of the key terms and conditions for the material transfer derived from Standard Terms in plain, non-legal language agreed by all Parties;
- 1.13 **"Licensee"** shall refer to the future client who obtains the 'license agreement' for the technology owned by the Party of the FIRST PART;
- 1.14 **"License agreement"** shall mean the legal document to be executed by the Party of the SECOND PART among the Party of the FIRST PART & Licensee & the Party of the SECOND PART for licensing the technology in future.

## ARTICLE 2: OBLIGATION OF THE PARTY OF THE FIRST PART

- 2.1 The Party of the FIRST PART agrees to provide the Party of the SECOND PART the duly approved Technology Disclosure Form and Technology Costing Sheet that is reasonably required for the evaluation of the Technology.
- 2.2 The Party of the FIRST PART shall provide the details about the commercial potential and market for technology adoption.
- 2.3 The Party of the FIRST PART shall provide the detailed know-how of technology to the licensee in future.



  
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- 2.4 The Party of the FIRST PART shall vet the terms of trade and technology license agreement before execution.
- 2.5 The Party of the FIRST PART shall provide the demonstration of the process, technical assistance including material transfer, training and hand holding support to the licensee, if any required.
- 2.6 The Party of the FIRST PART shall provide the invoice for its share i.e. 70% of total license fee or royalty, if any earned through technology licensing/commercialization to the Party of the SECOND PART.

### **ARTICLE 3: OBLIGATION OF THE PARTY OF THE SECOND PART**

- 3.1 The Party of the SECOND PART shall make the necessary arrangements to conduct the Techno-commercial assessment committee meeting for evaluation of the technology submitted by the Party of the FIRST PART and preparation of standard terms and further advertise of the same for better visibility and adoption.
- 3.2 The Party of the SECOND PART shall draft the terms of trade based on standard terms, get it vetted from the Party of the FIRST PART before execution.
- 3.3 The Party of the SECOND PART shall draft the technology license agreement based on terms of trade, get it legally vetted before execution, if required.
- 3.4 The Party of the SECOND PART shall monitor the pre licensing and post licensing process.
- 3.5 The Party of the SECOND PART shall manage the license fee and royalty & its distribution as per approved ICAR/AgIn guidelines for "Intellectual Property Management and Technology Transfer/ Commercialization" (revised in 2018) i.e. 70 (GLA University): 20 (AgIn): 10 (ICAR).

### **ARTICLE 4: CONFIDENTIALITY**

- 4.1 During the Term of this Agreement and thereafter, the parties of the both Part shall keep and shall ensure that its employees shall keep secret and confidential and not disclose or communicate or permit to be communicated or disclosed any part of Technical Information and any other information (whether or not technical) of a confidential nature, obtained under this Agreement to any person and also shall safeguard the Technical Information and prevent disclosure and maintain its confidentiality.



  
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4.2 The Party of the SECOND PART may disseminate, in whole or in part, the Confidential Information to a limited number of its employees to the extent necessary for such employees for the sole purpose of production and sale of the Products in the Territory. The Party of the SECOND PART, however, shall take adequate precaution to ensure prevention of dissemination of the Technology know-how except as provided in the agreement. The Party of the SECOND PART shall execute a non-disclosure agreement with such employee.

#### **ARTICLE 5: OWNERSHIP OF TECHNICAL INFORMATION**

5.1 Notwithstanding anything to the contrary contained in this Agreement or elsewhere, The Party of the FIRST PART shall continue to have full rights of ownership with respect to Technology, the associated Technical Information, Technical Know-how provided to the Party of the SECOND PART under this Agreement.

5.2 The Party of the SECOND PART agrees not to assert any rights of ownership on the Technical Information and Improvements whether, by way of obtaining Intellectual Property Rights registration in or outside India or otherwise with respect to such Technical Information and Improvements.

#### **ARTICLE 6: OTHER TERMS AND CONDITIONS**

6.1 This Agreement shall become effective on the date of signing and shall remain valid till its termination by either of the Parties. The Parties shall be entitled to terminate this Agreement forthwith, by giving a notice in writing.

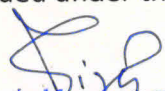
6.2 Party of the SECOND PART hereto shall not assign or transfer to any third party all or any part of this Agreement or any of its obligations under this Agreement.

6.3 This Agreement shall not be modified or amended in any manner whatsoever except by a document in writing duly signed by authorized representatives of each Party and approved by the Board of Directors of the Party of SECOND PARTY.

6.4 If any provision of this Agreement contravenes applicable law or regulations, all the Parties agree to modify this Agreement to avoid any such contravention and to allow the intended performance of this Agreement by the Parties hereto.

6.5 This Agreement shall be governed by and construed under the existing laws of India.



  
**Anand Kumar Singh**  
Registrar  
GLA University



## ARTICLE 7: FORCE MAJEURE

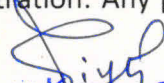
7.1 No Party shall be liable to the other Party if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party and which are unforeseen, unavoidable or insurmountable, including, but not limited to, Government legislation, fires, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease, epidemics, act of terrorism, wars and riots, and Government acts, explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current, not arising out of any act or omission of the Parties. The Party claiming an event of force majeure shall promptly notify the other Party in writing, and provide full particulars of the cause or event and the date of first occurrence thereof as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed.

## ARTICLE 8: DISPUTE RESOLUTION AND ARBITRATION

8.1 If any difference, dispute, controversy or claim (a "**Dispute**") arise between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, any party may give the other party a written notice of dispute adequately identifying and providing details of the dispute. On receipt of such notice by the other party, the parties shall try to settle the dispute amicably between them through mediation and reconciliation in good faith within 30 days of the receipt of the notice of dispute by the other party by taking THIRD PART into confidence.

8.2 If the dispute is not resolved by such good faith negotiations within the period of 30 days, the parties agree to settle the dispute through arbitration. Any party can refer such dispute to



  
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GLA University

Delhi International Arbitration Centre (DIAC) established by the Hon'ble High Court of Delhi for arbitration by a sole arbitrator. The arbitration shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time and conducted under the DIAC (Arbitration Proceedings) Rules 2018. The place of arbitration shall be Delhi, India. The language to be used in the arbitration proceedings shall be English or as mutually agreed to between the parties.

8.3 The parties hereto agree that the award and determination of the arbitrator shall be final and binding on both parties hereto.


#### **ARTICLE 9: COSTS**

Each Party shall bear its own costs and expenses incurred by it in relation to the negotiation, execution and performance of this Agreement.

#### **ARTICLE 10: COUNTERPARTS**

This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

**IN WITNESS, WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives in duplicate.



**Ashok Kumar Singh**  
Registrar  
GLA University  
Stone, NH-2, Mathura-Delhi Road  
Mathura, Mathura (U.P.) INDIA



**SIGNED AND DELIVERED FOR AND ON BEHALF OF:**

The Party of the FIRST PART

Signature:



Name & Designation: Mr. Ashok Kumar Singh, Registrar **Ashok Kumar Singh**

Address: GLA University, 17km Stone, NH-19, Mathura-Delhi Road, **Registrar**  
**GLA University**  
Chaumuhan, Mathura (Uttar Pradesh)- 281406 **Stone, NH-2, Mathura-Delhi Road**  
**Chaumuhan, Mathura (U.P.) INDIA**

The Party of the SECOND PART

Signature:



Name & Designation: Dr. Praveen Malik, CEO

Address: Agrinnovate India Limited, G-2, "A" Block, NASC Complex, DPS Marg,  
New Delhi-110 012, INDIA

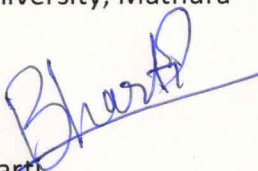
**IN THE PRESENCE OF:**

**Witnesses:**



a) Name and Address: Prof. Shoor Vir Singh

Head, Department of Biotechnology  
GLA University, Mathura



b) Name and Address: Dr. Bharti

Assistant Business Manager,  
Agrinnovate India Ltd.